

**FORM A – STTR COVER SHEET**

1. PROPOSAL NUMBER: **04** - \_ \_ \_ \_
2. RESEARCH TOPIC:
3. PROPOSAL TITLE:
4. SMALL BUSINESS CONCERN (SBC) RESEARCH INSTITUTION (RI)
- NAME: NAME:
- ADDRESS: ADDRESS:
- CITY/STATE/ZIP: CITY/STATE/ZIP :
- PHONE: FAX: PHONE: FAX:
- EIN/TAX ID: EIN/TAX ID:
- DUNS + 4: CAGE CODE:
5. AMOUNT REQUESTED: \$ \_\_\_\_\_ DURATION: \_\_\_\_\_ MONTHS
6. CERTIFICATIONS: THE ABOVE SBC CERTIFIES THAT:

<i>As defined in Section 2 of the Solicitation, the offeror qualifies as a:</i>		
a. SBC	Yes	No
Number of employees: _____		
b. As referenced in Section 5.13.16, PI is U.S. Citizen or Permanent Resident	Yes	No
c. Socially and economically disadvantaged SBC	Yes	No
d. Woman-owned SBC	Yes	No
e. HUBZone-owned SBC	Yes	No
<i>As described in Section 2.8 of the Solicitation, the partnering institution qualifies as a:</i>		
f. FFRDC	Yes	No
g. Nonprofit research institute	Yes	No
h. Nonprofit college or university	Yes	No
<i>As described in Section 3 of the Solicitation, the offeror meets the following requirements completely:</i>		
i. Cooperative Agreement signed by the SBC and RI enclosed	Yes	No
j. All eleven parts of the technical proposal included in part order	Yes	No
k. Subcontracts/consultants proposed? (Other than the RI)	Yes	No
i) If yes, limits on subcontracts/consultants met	Yes	No
ii) If yes, copy of agreement enclosed	Yes	No
l. Government equipment or facilities required (cannot use STTR funds)?	Yes	No
i) If yes, signed statement enclosed in Part 8	Yes	No
ii) If yes, non-STTR funding source identified in Part 8?	Yes	No
<i>As defined in Section 3.2.4 of the Solicitation, indicate if:</i>		
m. Work under this project has been submitted for funding only to the NASA STTR Program	Yes	No
n. Funding has been received for work under this project by any other Federal grant, contract, or subcontract	Yes	No

7. ACN NAME: E-MAIL:
8. The SBC will perform \_\_\_\_% of the work and the RI will perform \_\_\_\_% of the work of this project.
9. I understand that providing false information is a criminal offense under Title 18 US Code, Section 1001, False Statements, as well as Title 18 US Code, Section 287, False Claims.
10. ENDORSEMENT BY SBC OFFICIAL:
- NAME: TITLE:
- PHONE: E\_MAIL:
- SIGNATURE: DATE:

**NOTICE:** This data shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than evaluation of this proposal, provided that a funding agreement is awarded to the offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the funding agreement and pursuant to applicable law. This restriction does not limit the Government's right to use information contained in the data if it is obtained from another source without restriction. The data subject to this restriction are contained in pages \_\_\_\_ of this proposal.

## Guidelines for Completing STTR Cover Sheet

Complete Cover Sheet Form electronically.

1. **Proposal Number:** This number does not change. The proposal number consists of the program year (i.e. 04) and unique four-digit system-generated number.
2. **Research Topic:** NASA research topic number and title (Section 9).
3. **Proposal Title:** A brief, descriptive title, avoid words like "development of" and "study of," and do not use acronyms or trade names.
4. **Small Business Concern:** Full name and address of the company submitting the proposal. If a joint venture, list the company chosen to negotiate and receive contracts. If the name exceeds 40 keystrokes, please abbreviate.

**Research Institution:** Full name and address of the research institute.

<b>Mailing Address:</b>	Address where mail is received
<b>City, State, Zip:</b>	City, 2-letter State designation (i.e. TX for Texas), 9-digit Zip code (i.e. 20705-3106)
<b>Phone, Fax:</b>	Number including area code
<b>EIN/TAX ID:</b>	Employer Identification Number/Taxpayer ID
<b>DUNS + 4:</b>	9-digit Data Universal Number System plus a 4-digit suffix given by parent concern
<b>CAGE Code:</b>	Commercial Government and Entity Code (Issued by Central Contractor Registration (CCR))

5. **Amount Requested:** Proposal amount from Budget Summary. The amount requested should not exceed \$100,000 (see Sections 1.4.1, 5.1.1).  
**Duration:** Proposed duration in months. The requested duration should not exceed 12 months (see Sections 1.4.1, 5.1.1).
6. **Certifications:** Answer Yes or No as applicable for 6a, 6b, 6c, 6d, 6e, 6f and 6g (see Section 2 for definitions).
  - 6b. Offerors are responsible for ensuring that all employees who will work on this contract are eligible under export control and International Traffic in Arms (ITAR) regulations. Any employee who is not a U.S. citizen or a permanent resident may be restricted from working on this contract if the technology is restricted under export control and ITAR regulations. Violations of these regulations can result in criminal or civil penalties.
  - 6i. Cooperative Agreement signed by the SBC and RI: By answering yes, the SBC/RI certifies that a Cooperative Agreement signed by both SBC and RI is enclosed in the proposal (see Sections 3.2.2, 3.2.5).
  - 6j. All eleven parts of the technical proposal included: By answering yes, the SBC/RI certifies that the proposal consists of all eleven parts numbered and in the prescribed order (see Section 3.2.4).
  - 6k. Subcontracts/consultants proposed? By answering yes, the SBC/RI certifies that subcontracts/consultants have been proposed and arrangements have been made to perform on the contract, if awarded.
    - i) If yes, limits on subcontracting and consultants met: By answering yes, the SBC/RI certifies that business arrangements with other entities or individuals do not exceed 30 percent of the work (amount requested including cost sharing if any, less fee, if any) and is in compliance with Section 3.2.4, Part 9.
    - ii) If yes, copy of agreement enclosed: By answering yes, the SBC/RI certifies that a copy of any subcontracting or consulting agreements described in Section 3.2.4 Part 9 is included as required. Copy of the agreement may be submitted in a reduced size format.
  - 6l. Government furnished equipment required? By answering yes, the SBC/RI certifies that unique, one-of-a-kind Government Furnished Facilities or Government Furnished Equipment are required to perform the proposed activities (see Sections 3.2.4 Part 8, 3.3.4 Part 8, 5.15). By answering no, the SBC/RI certifies that no such Government Furnished Facilities or Government Furnished Equipment are required to perform the proposed activities.

- i) If yes, signed statement enclosed in Part 8: By answering yes, the SBC/RI certifies that a statement describing the uniqueness of the facility and its availability to the offeror at specified times, signed by the appropriate Government official, is enclosed in the proposal.
  - ii) If yes, non-SBIR funding source identified in Part 8. By answering yes, the SBC certifies that it has confirmed, non-SBIR funding source for whatever charges may be incurred when utilizing the required Government facility.
- 6n. SBCs should choose “No” to confirm that work under this project has not been funded under any other Federal grant, contract or subcontract.
- 7. ACN Name and E-mail: Name and e-mail address of Authorized Contract Negotiator.
- 8. Proposals submitted in response to this Solicitation must be jointly developed by the SBC and the RI, and at least **40 percent** of the work (amount requested including cost sharing, less fee, if any) is to be performed by the SBC as the prime contractor, and at least **30 percent** of the work is to be performed by the RI (see Section 3.2.4).
- 9. Endorsement of this form certifies understanding of this statement.
- 10. Endorsements: An official of the firm must electronically endorse the proposal cover.

## FORM B – STTR PROPOSAL SUMMARY

1. Proposal Number **04** -
2. Research Topic:
3. Proposal Title:
4. Small Business Concern  
Name:  
Address:  
City/State:  
Zip:  
Phone:
5. Research Institution  
Name:  
Address:  
City/State:  
Zip:  
Phone:
6. Principal Investigator/Project Manager:
7. Technical Abstract (Limit 200 words or 2,000 characters, whichever is less):
8. Potential NASA Application(s): (Limit 100 words or 1,500 characters, whichever is less)
9. Potential Non-NASA Commercial Application(s): (Limit 100 words or 1,500 characters, whichever is less)

### **Guidelines for Completing STTR Proposal Summary**

Complete Form B electronically.

1. **Proposal Number:** Same as Cover Sheet
2. **Research Topic:** Same as Cover Sheet.
3. **Proposal Title:** Same as Cover Sheet.
4. **Small Business Concern:** Same as Cover Sheet.
5. **Research Institution:** Same as Cover Sheet.
6. **Principal Investigator/Project Manager:** Enter the full name of the PI/PM and include all required contact information.
7. **Technical Abstract:** Summary of the offeror's proposed project in 200 words or less. The abstract must not contain proprietary information and must describe the NASA need addressed by the proposed R/R&D effort.
8. **Potential NASA Application(s):** Summary of the direct or indirect NASA applications of the project, assuming the goals of the proposed R/R&D are achieved. Limit your response to 100 words or 1,500 characters, whichever is less.
9. **Potential Non-NASA Commercial Application(s):** Summary of the direct or indirect NASA applications of the project, assuming the goals of the proposed R/R&D are achieved. Limit your response to 100 words or 1,500 characters, whichever is less.

**FORM C – STTR BUDGET SUMMARY**

PROPOSAL NUMBER:  
SMALL BUSINESS CONCERN:

**DIRECT LABOR:**

Category	Hours	Rate	Cost \$
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TOTAL DIRECT LABOR:  
(1) \$ \_\_\_\_\_

**OVERHEAD COST**

\_\_\_\_\_ % OF TOTAL DIRECT LABOR OR \$ \_\_\_\_\_

OVERHEAD COST:  
(2) \$ \_\_\_\_\_

**OTHER DIRECT COSTS (ODCs) including RI budget:**

Category	Cost \$
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TOTAL OTHER DIRECT COSTS:  
(3) \$ \_\_\_\_\_

Explanation of ODCs

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(1)+(2)+(3)=(4) SUBTOTAL:  
(4) \$ \_\_\_\_\_

**GENERAL & ADMINISTRATIVE (G&A) COSTS**

\_\_\_\_\_ % of Subtotal or \$ \_\_\_\_\_ G&A COSTS:  
(5) \$ \_\_\_\_\_

(4)+(5)=(6) TOTAL COSTS  
(6) \$ \_\_\_\_\_

ADD PROFIT or SUBTRACT COST SHARING PROFIT/COST SHARING:  
(As applicable) (7) \$ \_\_\_\_\_

(6)+(7)=(8) AMOUNT REQUESTED:  
(8) \$ \_\_\_\_\_

PHASE I DELIVERABLES: Upon selection, SBCs will be required to submit mandatory deliverables such as progress reports, final report and New Technology Report as per their contract. Samples of all required contract deliverables are available in the NASA SBIR/STTR Firms Library via the NASA SBIR homepage (<http://sbir.nasa.gov>). If your firm is proposing any additional deliverables, list them below:

Deliverable	Quantity	Project Delivery Milestone
_____	_____	_____
_____	_____	_____
_____	_____	_____

AUDIT AGENCY: If a Federal agency has ever audited your accounting system, please identify the agency, office location, and contact information below:

Agency: \_\_\_\_\_ Office/Location: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Guidelines for Preparing STTR Budget Summary

Complete Summary Budget Form C electronically.

The offeror electronically submits to the Government a pricing proposal of estimated costs with detailed information for each cost element, consistent with the offeror's cost accounting system.

This summary does not eliminate the need to fully document and justify the amounts requested in each category. Such documentation should be contained, as appropriate, in the text boxes provided on the electronic form.

**Small Business Concern** - Same as Cover Sheet.

**Principal Investigator/Project Manager** - Same as Cover Sheet.

**Direct Labor** - Enter labor categories proposed (e.g., Principal Investigator/Project Manager, Research Assistant/Laboratory Assistant, Analyst, Administrative Staff), labor rates and the hours for each labor category.

**Overhead Cost** - Specify current rate and base. Use current rate(s) negotiated with the cognizant Federal auditing agency, if available. If no rate(s) has (have) been audited, a reasonable indirect cost (overhead) rate(s) may be requested for Phase I for acceptance by NASA. Show how this rate is determined. The offeror may use whatever number and types of overhead rates are in accordance with the firm's accounting system and approved by the cognizant Federal negotiating agency, if available. Multiply Direct Labor Cost by the Overhead Rate to determine the Overhead Cost.

Example: A typical SBC might have an overhead rate of 30%. If the total direct labor costs proposed are \$50,000, the computed overhead costs for this case would be  $.3 \times \$50,000 = \$15,000$ , if the base used is the total direct labor costs.

**or** provide a number for total estimated overhead costs to execute the project.

**Note:** If no labor overhead rate is proposed and the proposed direct labor includes all fringe benefits, you may enter "0" for the overhead cost line.

### **Other Direct Costs (ODCs) -**

Include total cost for the Research Institution. Note that the proposal should include sufficient information from the Research Institution to determine how their budget was calculated.

- Materials and Supplies: Indicate types required and estimate costs.
- Documentation Costs or Page Charges: Estimate cost of preparing and publishing project results.
- Subcontracts: Include a completed budget including hours and rates and justify details. (Section 3.2.4, Part 9.)
- Consultant Services: Indicate name, daily compensation, and estimated days of service.
- Computer Services: Computer equipment leasing is included here.

List all other direct costs that are not otherwise included in the categories described above.

Explanations of all items identified as ODCs must be provided under "Explanation of ODCs." Offeror should include the basis used for estimating costs (vendor quote, catalog price, etc.) For example, if "Materials" is listed as an ODC, include a description of the materials, the quantity required and basis for the proposed cost.

**Note:** NASA will not fund the purchase of capital equipment or supplies that are not to be delivered to the government or consumed in the production of a prototype. The cost of capital equipment should be depreciated and included in G&A if appropriate.

**Subtotal (4)** - Sum of (1) Total Direct Labor, (2) Overhead and (3) ODCs

**General and Administrative (G&A) Costs (5)**- Specify current rate and base. Use current rate negotiated with the cognizant Federal negotiating agency, if available. If no rate has been negotiated, a reasonable indirect cost (G&A)

rate may be requested for acceptance by NASA. If a current negotiated rate is not available, NASA will negotiate a reasonable rate with the offeror. Multiply (4) subtotal (Total Direct Cost) by the G&A rate to determine G&A Cost.

**or** provide an estimated G&A costs number for the proposal.

**Total Costs (6)** - Sum of Items (4) and (5). Note that this value will be used in verifying the minimum required work percentage for the SBC and RI.

**Profit/Cost Sharing (7)** - See Sections 5.9 and 5.10. Profit to be added to total budget, shared costs to be subtracted from total budget, as applicable.

**Amount Requested (8)** - Sum of Items (6) and (7), not to exceed \$100,000.

**Deliverables and Audit Information (9):**

**Deliverables:** List any additional deliverables, if applicable. Include the deliverable name, quantity (include unit of measurement, i.e., 2 models or 1.5 lbs. of material), and the proposed delivery milestone (i.e., end of contract). This section should only be completed if the offeror is proposing a deliverable in addition to the mandatory deliverables (progress report, final report and New Technology Report).

**Audit Agency:** Complete the “Contact Information” section if your firm’s accounting system has been audited by a Federal agency. Provide the agency name, the office branch or location, and the phone number and/or email.



### MODEL COOPERATIVE R/R&D AGREEMENT

By virtue of the signatures of our authorized representatives, \_\_\_\_\_ (Small Business Concern), \_\_\_\_\_ and \_\_\_\_\_ (Research Institution) \_\_\_\_\_ have agreed to cooperate on the \_\_\_\_\_ (Proposal Title) \_\_\_\_\_ Project, in accordance with the proposal being submitted with this agreement.

This agreement shall be binding until the completion of all Phase I activities, at a minimum. If the \_\_\_\_\_ (Proposal Title) \_\_\_\_\_ Project is selected to continue into Phase II, the agreement may also be binding in Phase II activities that are funded by NASA, then this agreement shall be binding until those activities are completed. The agreement may also be binding in Phase III activities that are funded by NASA.

After notification of Phase I selection and prior to contract release, we shall prepare and submit, if requested by NASA, an **Allocation of Rights Agreement**, which shall state our rights to the intellectual property and technology to be developed and commercialized by the \_\_\_\_\_ (Proposal Title) \_\_\_\_\_ Project. We understand that our contract cannot be approved and project activities may not commence until the **Allocation of Rights Agreement** has been signed and certified to NASA.

Please direct all questions and comments to \_\_\_\_\_ (Small Business Concern representative) at \_\_\_\_\_ (Phone Number) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/title

\_\_\_\_\_  
Small Business Concern

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/title

\_\_\_\_\_  
Research Institution

**SMALL BUSINESS TECHNOLOGY TRANSFER (STTR) PROGRAM  
MODEL ALLOCATION OF RIGHTS AGREEMENT**

This Agreement between \_\_\_\_\_, a small business concern organized as a \_\_\_\_\_ under the laws of \_\_\_\_\_ and having a principal place of business at \_\_\_\_\_, ("SBC") and \_\_\_\_\_, a research institution having a principal place of business at \_\_\_\_\_, ("RI") is entered into for the purpose of allocating between the parties certain rights relating to an STTR project to be carried out by SBC and RI (hereinafter referred to as the "PARTIES") under an STTR funding agreement that may be awarded by \_NASA\_\_\_\_\_ to SBC to fund a proposal entitled " \_\_\_\_\_ " submitted, or to be submitted, to by SBC on or about \_\_\_\_\_, 200 \_\_\_\_.

**1. Applicability of this Agreement.**

(a) This Agreement shall be applicable only to matters relating to the STTR project referred to in the preamble above.

(b) If a funding agreement for STTR project is awarded to SBC based upon the STTR proposal referred to in the preamble above, SBC will promptly provide a copy of such funding agreement to RI, and SBC will make a sub-award to RI in accordance with the funding agreement, the proposal, and this Agreement. If the terms of such funding agreement appear to be inconsistent with the provisions of this Agreement, the Parties will attempt in good faith to resolve any such inconsistencies.

However, if such resolution is not achieved within a reasonable period, SBC shall not be obligated to award nor RI to accept the sub-award. If a sub-award is made by SBC and accepted by RI, this Agreement shall not be applicable to contradict the terms of such sub-award or of the funding agreement awarded by NASA to SBC except on the grounds of fraud, misrepresentation, or mistake, but shall be considered to resolve ambiguities in the terms of the sub-award.

(c) The provisions of this Agreement shall apply to any and all consultants, subcontractors, independent contractors, or other individuals employed by SBC or RI for the purposes of this STTR project.

**2. Background Intellectual Property.**

(a) "Background Intellectual Property" means property and the legal right therein of either or both parties developed before or independent of this Agreement including inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets and any information embodying proprietary data such as technical data and computer software.

(b) This Agreement shall not be construed as implying that either party hereto shall have the right to use Background Intellectual Property of the other in connection with this STTR project except as otherwise provided hereunder.

(1) The following Background Intellectual Property of SBC may be used nonexclusively and, except as noted, without compensation by RI in connection with research or development activities for this STTR project (if "none" so state): \_\_\_\_\_;

(2) The following Background Intellectual Property of RI may be used nonexclusively and, except as noted, without compensation by SBC in connection with research or development activities for this STTR project

(if \_\_\_\_\_ "none" \_\_\_\_\_ so \_\_\_\_\_ state):

\_\_\_\_\_;

(3) The following Background Intellectual Property of RI may be used by SBC nonexclusively in connection with commercialization of the results of this STTR project, to the extent that such use is reasonably necessary for practical, efficient and competitive commercialization of such results but not for commercialization independent of the commercialization of such results, subject to any rights of the Government therein and upon the condition that SBC pay to RI, in addition to any other royalty including any royalty specified in the following list, a royalty of \_\_\_\_\_% of net sales or leases made by or under the authority of SBC of any product or service that embodies, or the manufacture or normal use of which entails the use of, all or any part of such Background Intellectual Property (if "none" so state):

\_\_\_\_\_.

### 3. Project Intellectual Property.

(a) "Project Intellectual Property" means the legal rights relating to inventions (including Subject Inventions as defined in 37 CFR § 401), patent applications, patents, copyrights, trademarks, mask works, trade secrets and any other legally protectable information, including computer software, first made or generated during the performance of this STTR Agreement.

(b) Except as otherwise provided herein, ownership of Project Intellectual Property shall vest in the party whose personnel conceived the subject matter, and such party may perfect legal protection in its own name and at its own expense. Jointly made or generated Project Intellectual Property shall be jointly owned by the Parties unless otherwise agreed in writing. The SBC shall have the first option to perfect the rights in jointly made or generated Project Intellectual Property unless otherwise agreed in writing.

(1) The rights to any revenues and profits, resulting from any product, process, or other innovation or invention based on the cooperative shall be allocated between the SBC and the RI as follows:

SBC Percent: \_\_\_\_\_ RI Percent: \_\_\_\_\_

(2) Expenses and other liabilities associated with the development and marketing of any product, process, or other innovation or invention shall be allocated as follows: the SBC will be responsible for \_\_\_\_\_ percent and the RI will be responsible for \_\_\_\_\_ percent.

(c) The Parties agree to disclose to each other, in writing, each and every Subject Invention, which may be patentable or otherwise protectable under the United States patent laws in Title 35, United States Code. The Parties acknowledge that they will disclose Subject Inventions to each other and the Agency within two months after their respective inventor(s) first disclose the invention in writing to the person(s) responsible for patent matters of the disclosing Party. All written disclosures of such inventions shall contain sufficient detail of the invention, identification of any statutory bars, and shall be marked confidential, in accordance with 35 U.S.C. § 205.

(d) Each party hereto may use Project Intellectual Property of the other nonexclusively and without compensation in connection with research or development activities for this STTR project, including inclusion in STTR project reports to the AGENCY and proposals to the AGENCY for continued funding of this STTR project through additional phases.

(e) In addition to the Government's rights under the Patent Rights clause of 37 CFR § 401.14, the Parties agree that the Government shall have an irrevocable, royalty free, nonexclusive license for any Governmental purpose in any Project Intellectual Property.

(f) SBC will have an option to commercialize the Project Intellectual Property of RI, subject to any rights of the Government therein, as follows—

(1) Where Project Intellectual Property of RI is a potentially patentable invention, SBC will have an exclusive option for a license to such invention, for an initial option period of \_\_\_\_\_ months after such invention has been reported to SBC. SBC may, at its election and subject to the patent expense reimbursement provisions of this section, extend such option for an additional \_\_\_\_\_ months by giving written notice of such election to RI prior to the expiration of the initial option period. During the period of such option following notice by SBC of election to extend, RI will pursue and maintain any patent protection for the invention requested in writing by SBC and, except with the written consent of SBC or upon the failure of SBC to reimburse patenting expenses as required under this section, will not voluntarily discontinue the pursuit and maintenance of any United States patent protection for the invention initiated by RI or of any patent protection requested by SBC. For any invention for which SBC gives notice of its election to extend the option, SBC will, within \_\_\_\_\_ days after invoice, reimburse RI for the expenses incurred by RI prior to expiration or termination of the option period in pursuing and maintaining (i) any United States patent protection initiated by RI and (ii) any patent protection requested by SBC. SBC may terminate such option at will by giving written notice to RI, in which case further accrual of reimbursable patenting expenses hereunder, other than prior commitments not practically revocable, will cease upon RI's receipt of such notice. At any time prior to the expiration or termination of an option, SBC may exercise such option by giving written notice to RI, whereupon the parties will promptly and in good faith enter into negotiations for a license under RI's patent rights in the invention for SBC to make, use and/or sell products and/or services that embody, or the development, manufacture and/or use of which involves employment of, the invention. The terms of such license will include: (i) payment of reasonable royalties to RI on sales of products or services which embody, or the development, manufacture or use of which involves employment of, the invention; (ii) reimbursement by SBC of expenses incurred by RI in seeking and maintaining patent protection for the invention in countries covered by the license (which reimbursement, as well as any such patent expenses incurred directly by SBC with RI's authorization, insofar as deriving from RI's interest in such invention, may be offset in full against up to \_\_\_\_\_ of accrued royalties in excess of any minimum royalties due RI); and, in the case of an exclusive license, (iii) reasonable commercialization milestones and/or minimum royalties.

(2) Where Project Intellectual Property of RI is other than a potentially patentable invention, SBC will have an exclusive option for a license, for an option period extending until \_\_\_\_\_ months following completion of RI's performance of that phase of this STTR project in which such Project Intellectual Property of RI was developed by RI. SBC may exercise such option by giving written notice to RI, whereupon the parties will promptly and in good faith enter into negotiations for a license under RI's interest in the subject matter for SBC to make, use and/or sell products or services which embody, or the development, manufacture and/or use of which involve employment of, such Project Intellectual Property of RI. The terms of such license will include: (i) payment of reasonable royalties to RI on sales of products or services that embody, or the development, manufacture or use of which involves employment of, the Project Intellectual Property of RI and, in the case of an exclusive license, (ii) reasonable commercialization milestones and/or minimum royalties.

(3) Where more than one royalty might otherwise be due in respect of any unit of product or service under a license pursuant to this Agreement, the parties shall in good faith negotiate to ameliorate any effect thereof that would threaten the commercial viability of the affected products or services by providing in such license(s) for a reasonable discount or cap on total royalties due in respect of any such unit.

#### 4. Follow-on Research or Development.

All follow-on work, including any licenses, contracts, subcontracts, sublicenses or arrangements of any type, shall contain appropriate provisions to implement the Project Intellectual Property rights provisions of this agreement and insure that the Parties and the Government obtain and retain such rights granted herein in all future resulting research, development, or commercialization work.

#### 5. Confidentiality/Publication.

(a) Background Intellectual Property and Project Intellectual Property of a party, as well as other proprietary or confidential information of a party, disclosed by that party to the other in connection with this STTR project shall be received and held in confidence by the receiving party and, except with the consent of the disclosing party or as permitted under this Agreement, neither used by the receiving party nor disclosed by the receiving party to others, provided that the receiving party has notice that such information is regarded by the disclosing party as proprietary or confidential. However, these confidentiality obligations shall not apply to use or disclosure by the receiving party after such information is or becomes known to the public without breach of this provision or is or becomes known to the receiving party from a source reasonably believed to be independent of the disclosing party or is developed by or for the receiving party independently of its disclosure by the disclosing party.

(b) Subject to the terms of paragraph (a) above, either party may publish its results from this STTR project. However, the publishing party will give a right of refusal to the other party with respect to a proposed publication, as well as a \_\_\_\_\_ day period in which to review proposed publications and submit comments, which will be given full consideration before publication. Furthermore, upon request of the reviewing party, publication will be deferred for up to \_\_\_\_\_ additional days for preparation and filing of a patent application which the reviewing party has the right to file or to have filed at its request by the publishing party.

#### 6. Liability.

(a) Each party disclaims all warranties running to the other or through the other to third parties, whether express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, and freedom from infringement, as to any information, result, design, prototype, product or process deriving directly or indirectly and in whole or part from such party in connection with this STTR project.

(b) SBC will indemnify and hold harmless RI with regard to any claims arising in connection with commercialization of the results of this STTR project by or under the authority of SBC. The PARTIES will indemnify and hold harmless the Government with regard to any claims arising in connection with commercialization of the results of this STTR project.

#### 7. Termination.

(a) This agreement may be terminated by either Party upon \_\_\_ days written notice to the other Party. This agreement may also be terminated by either Party in the event of the failure of the other Party to comply with the terms of this agreement.

(b) In the event of termination by either Party, each Party shall be responsible for its share of the costs incurred through the effective date of termination, as well as its share of the costs incurred after the effective date of termination, and which are related to the termination. The confidentiality, use, and/or nondisclosure obligations of this agreement shall survive any termination of this agreement.

AGREED TO AND ACCEPTED--

Small Business Concern

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Research Institution

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

### STTR CHECK LIST

For assistance in completing your proposal, use the following checklist to ensure your submission is complete.

1. The entire proposal including any supplemental material shall not exceed a total of 25 8.5 x 11 inch pages, including Cooperative Agreement. (Sections 3.2.1, 3.2.5).
2. The proposal and innovation is submitted for one topic only. (Section 3.1).
3. The entire proposal is submitted consistent with the requirements and in the order outlined in Section 3.2
4. The technical proposal contains all eleven parts in order. (Section 3.2.4).
5. Certifications in Form A are completed.
6. Proposed funding does not exceed \$100,000. (Sections 1.4.1, 5.1.1).
7. Proposed project duration should not exceed 12 months. (Sections 1.4.1, 5.1.1).
8. Cooperative Agreement has been electronically endorsed by both the SBC Official and RI. (Sections 3.2.5 and 6.2).
9. Entire proposal including Forms A, B, C, and Cooperative Agreement submitted via the Internet.
10. Form A electronically endorsed by the SBC Official.
11. **Proposals must be received by the NASA SBIR/STTR Program Support Office no later than by 5:00 p.m. EDT on Tuesday, September 9, 2004.** (Section 6.3).